

# MEMORANDUM

Agenda Item No. 8(0)(1)

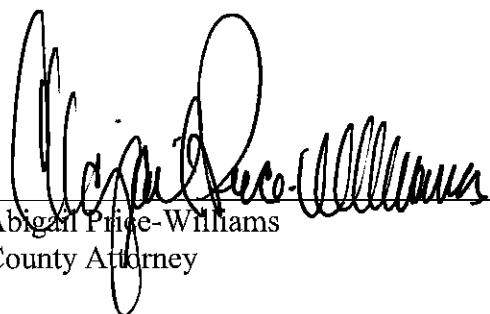
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** December 6, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving an access agreement between Miami-Dade County and Arcadis U.S., Inc., on behalf of Peoples Gas Service-Tampa Electric Company, for environmental testing and monitoring activities on County property located at 15500 Biscayne Boulevard, also known by Folio Number 06-2221-007-0250, at no cost to the County for a term of three (3) years with one two-year renewal option; and authorizing the County Mayor to exercise the provisions contained therein

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Abigail Price-Williams  
County Attorney

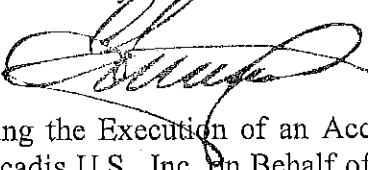
APW/smm

# Memorandum



**Date:** December 6, 2016

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing the Execution of an Access Agreement between Miami-Dade County and Arcadis U.S., Inc. on Behalf of the Peoples Gas Service-Tampa Electric Company

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute an Access Agreement (Agreement) between Miami-Dade County, through its Water and Sewer Department (WASD), and Arcadis U.S., Inc. (Arcadis), on behalf of Peoples Gas Service-Tampa Electric Company, in order to allow Arcadis and its agents to conduct contamination cleanup, environmental testing and monitoring activities on property owned by WASD located in North Miami Beach, Florida.

## **Scope**

This Agreement will authorize Arcadis to access and conduct contamination cleanup, environmental monitoring and testing activities on WASD-owned property located at 15500 Biscayne Boulevard, North Miami Beach, Florida, 33160, also known by Folio Number 06-2221-007-0250, in District 4, which is represented by Commissioner Sally A. Heyman.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County. Arcadis will, among other things, drill and install 21 treatment wells and the associated piping, remove the wells and the associated piping, and restore the property to its original condition at no cost to the County.

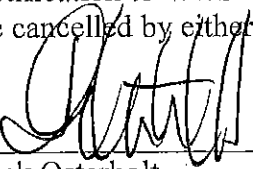
## **Track Record/Monitor**

WASD's Deputy Director of Operations Antonio Cotarelo will oversee the implementation of this Agreement.

## **Background**

The Agreement gives Arcadis the right to access and enter WASD-owned property, to construct and install 21 treatment wells, the associated piping and a system that promotes contaminants biodegradation for the purpose of implementing a remediation action plan to clean up polluted groundwater and soil that resulted from the operation of a former manufactured gas plant located at 15779 West Dixie Highway. The Department of Regulatory and Economic Resources will monitor all of the remediation activities.

This Agreement is for a term of three (3) years with the option to extend for two (2) years upon written notification to WASD at least 30 days before the Agreement's expiration date. The Agreement may be cancelled by either party at any time and for any reason with 30 days written notice.

  
\_\_\_\_\_  
Jack Osterholt  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** December 6, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(0)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(0)(1)  
12-6-16

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN ACCESS AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ARCADIS U.S., INC., ON BEHALF OF PEOPLES GAS SERVICE-TAMPA ELECTRIC COMPANY, FOR ENVIRONMENTAL TESTING AND MONITORING ACTIVITIES ON COUNTY PROPERTY LOCATED AT 15500 BISCAYNE BOULEVARD, ALSO KNOWN BY FOLIO NUMBER 06-2221-007-0250, AT NO COST TO THE COUNTY FOR A TERM OF THREE (3) YEARS WITH ONE TWO-YEAR RENEWAL OPTION; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN

**WHEREAS**, Peoples Gas Service-Tampa Electric Company is currently working with the Miami-Dade County Department of Regulatory and Economic Resources, as part of an enforcement action, to remediate soil and groundwater contamination associated with a former manufactured gas plant in North Miami Beach; and

**WHEREAS**, as part of the cleanup effort, Peoples Gas Service-Tampa Electric Company is required to treat and monitor the status of contamination, if any, at various points in the area located near the former manufactured gas plant; and

**WHEREAS**, the Miami-Dade Water and Sewer Department ("WASD") owns land at 15500 Biscayne Boulevard, North Miami Beach, Florida, also known by Folio Number 06-2221-007-0250, which land is located near the site of the former manufactured gas plant (hereinafter, the "Property"); and

**WHEREAS**, as part of the remediation effort for Peoples Gas Service-Tampa Electric Company, Arcadis U.S., Inc., an environmental consultant for Peoples Gas Service-Tampa Electric Company, has requested permission from WASD to access the Property in order to: (1)

drill and install 21 treatment wells; (2) construct the associated piping connecting the wells to treatment equipment; (3) install a biosparage manifold cabinet; (4) remove and legally dispose of soils and groundwater displaced during the installation of the wells and piping; (5) monitor and sample data from the wells; and (6) remove the monitoring equipment and restore the property to its original condition after all remediation efforts have been completed; and

**WHEREAS**, WASD is willing to allow Arcadis U.S., Inc. and its agents to access the Property in order to conduct the necessary construction, monitoring and testing activities required to comply with the County's environmental enforcement action; and

**WHEREAS**, in the attached Access Agreement, WASD has set forth the terms for Arcadis U.S., Inc.'s and its agents' use of the Property,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the attached Access Agreement between the County and Arcadis U.S., Inc., on behalf of Peoples Gas Service-Tampa Electric Company, for contamination cleanup, environmental testing and monitoring activities, for a term of three (3) years with one two-year renewal option, in order to allow Arcadis U.S., Inc. and its agents to access property owned by the Miami-Dade Water and Sewer Department located at 15500 Biscayne Boulevard in North Miami Beach, also known as Folio Number 06-2221-007-0250, for purposes of installing and maintaining equipment and conducting environmental testing and monitoring on the Property at no cost to the County. The Board hereby also authorizes the County Mayor or County Mayor's designee to exercise the provisions contained therein, for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of December, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

SED

Sarah E. Davis

**ACCESS AGREEMENT**  
**BETWEEN MIAMI-DADE COUNTY AND ARCADIS U.S., INC.**

THIS ACCESS AGREEMENT (hereinafter, the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 (hereinafter, the "Effective Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), whose mailing address is 3071 S.W. 38<sup>th</sup> Avenue, Miami, Florida 33146, and ARCADIS U.S., INC. ("Arcadis"), whose mailing address is 1500 Gateway Boulevard, Suite 200, Boynton Beach, Florida 33426, in order to give Arcadis and its drill subcontractor, Groundwater Protection, whose mailing address is 2300 Silver Star Road, Orlando, FL 32804, a right to access and enter property owned by the Miami-Dade Water and Sewer Department ("WASD"), which property is located at approximately 15500 Biscayne Boulevard, North Miami Beach, Florida 33160, also known by Folio Number 06-2221-007-0250 (the "Property"). The right of access to, and entry upon, the Property, during normal business hours, is granted in order to allow Arcadis and Groundwater Protection, on behalf of Peoples Gas Service-Tampa Electric Company, at no cost to the County or WASD: (1) to install 21 monitoring wells on the Property, flush with existing grade, including 8 (40 feet deep) wells, 8 (67 feet deep) wells and 5 (6 feet deep) wells, using a drill rig and two field vehicles; (2) to install underground piping to connect the wells to treatment equipment; (3) to install a biosparge manifold cabinet; (4) to record data from the wells, sample data from the wells and maintain and operate the wells; (5) upon completion of the well drilling, to remove and, in accordance with all environmental laws, dispose of the development water and soil cuttings generated from the well installation; and (6) upon completion of the monitoring, testing and remediation period, to remove the wells, underground piping and biosparge manifold cabinet and restore the Property to its original state (collectively, the "Activities"). All Activities shall be conducted in a safe and lawful manner that complies with all applicable federal, state and County laws. The approximate location of the biosparge manifold cabinet, all wells and all piping to be installed is depicted on Exhibit A attached

hereto. While conducting the Activities, Arcadis agrees to install and maintain temporary fencing around the biosparage manifold cabinet, wells and piping.

Prior to starting the Activities on the Property, Arcadis will review its plans for installation of the wells, piping and manifold equipment with WASD Acting Assistant Director, Wastewater, Manuel Moncholi, to ensure that the plans do not conflict with WASD operations at the Property, which will continue throughout the duration of this Agreement. In addition, prior to starting the Activities on the Property, Arcadis will provide a Summary Table of its scheduled site visits to WASD, which schedule will be confirmed with Jaquelyn Llano, Sr. P.E., of the County's Department of Regulatory and Economic Resources ("RER"). If there are any changes to the Summary Table of scheduled site visits during the duration of this Agreement, Arcadis shall provide a revised Summary Table to WASD and RER immediately.

This Agreement shall be for a term of three (3) years. If RER requires additional remediation and monitoring activity to be conducted at the Property, Arcadis shall have the right to extend this Agreement for an additional two (2) years by providing written notification to WASD, at least thirty (30) days before the expiration of this Agreement, of its intent to extend this Agreement. Notwithstanding the foregoing, this Agreement may be cancelled by either party at any time and for any reason by one party giving thirty (30) days' prior written notice to the other party. Arcadis will provide written notice of completion of the Activities to RER and WASD. As of the date of Arcadis' notice of completion, this Agreement will be deemed to have expired.

Arcadis acknowledges and agrees that this right of access and entry gives them no legal right, title, tenancy or interest whatsoever in the Property and legal title in the Property remains in WASD.

Arcadis agrees to hold the County, its officers, agents, employees and representatives harmless from and for any damage of any type whatsoever to persons or property while the Activities are being conducted on the Property, and the County shall be named as an additional

insured on a general liability policy and an automobile insurance policy that covers the Activities on the Property. A certificate of insurance showing the County as an additional insured on insurance policies necessary to meet the insurance requirements set forth on Exhibit B shall be provided to WASD prior to Arcadis' or Groundwater Protection's access to the Property. Arcadis shall indemnify, hold harmless and release the County from any damages, losses, personal injury or claims arising from or in connection with the performance of the Activities, unless such damages, losses, personal injury or claims are the result of the County's or its agents' negligence.

For purposes of providing notice under this Agreement, the following contact information shall be used:

Miami-Dade Water & Sewer Department  
c/o Deputy Director of Operations  
3071 S.W. 38<sup>th</sup> Avenue, 5<sup>th</sup> Floor  
Miami, FL 33146  
(786) 552-8979 (phone)  
[cotara@miamidade.gov](mailto:cotara@miamidade.gov)

Miami-Dade County Department of Regulatory and Economic Resources  
c/o Jaquelyn Llano, Sr. P.E.  
Pollution Remediation Section, PRS  
701 N.W. 1 Court, 4<sup>th</sup> Floor  
Miami, FL 33136  
(305) 372-6700  
[llanoj@miamidade.gov](mailto:llanoj@miamidade.gov)

Arcadis U.S. Inc.  
c/o William D. Vogelson, P.G./Douglas McGlone, PG  
1500 Gateway Blvd., Suite 200  
Boynton Beach, Florida 33426  
(561) 697-7000  
[douglas.mcglone@arcadis.com](mailto:douglas.mcglone@arcadis.com)  
[William.vogelson@arcadis.com](mailto:William.vogelson@arcadis.com)

This Access Agreement constitutes the entire agreement between the County and Arcadis concerning the Activities and may not be modified or amended except in writing signed by all parties.

IN WITNESS WHEREOF, the County and Arcadis have executed this Access Agreement acknowledging their mutual agreement thereto and the obligations and requirements contained herein.

ATTEST:  
Harvey Ruvin, Clerk

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida

\_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Carlos Gimenez  
Mayor

By: \_\_\_\_\_  
Signature

WILBUR F. DIVINE, Secretary  
Print Name

Arcadis U.S., Inc. (Corporate Seal)

By: \_\_\_\_\_  
Signature  
Robert W. Lawson, Vice President  
Print Name

STATE OF Florida  
COUNTY OF Palm Beach

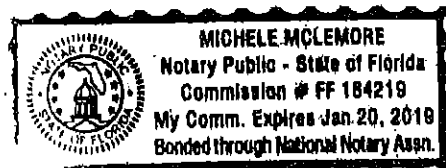
The foregoing instrument was acknowledged before me this 20 day of September 2016, by Robert W. Lawson as President, and Wilbur F. Divine as Secretary, of Arcadis U.S., Inc., a Delaware corporation on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

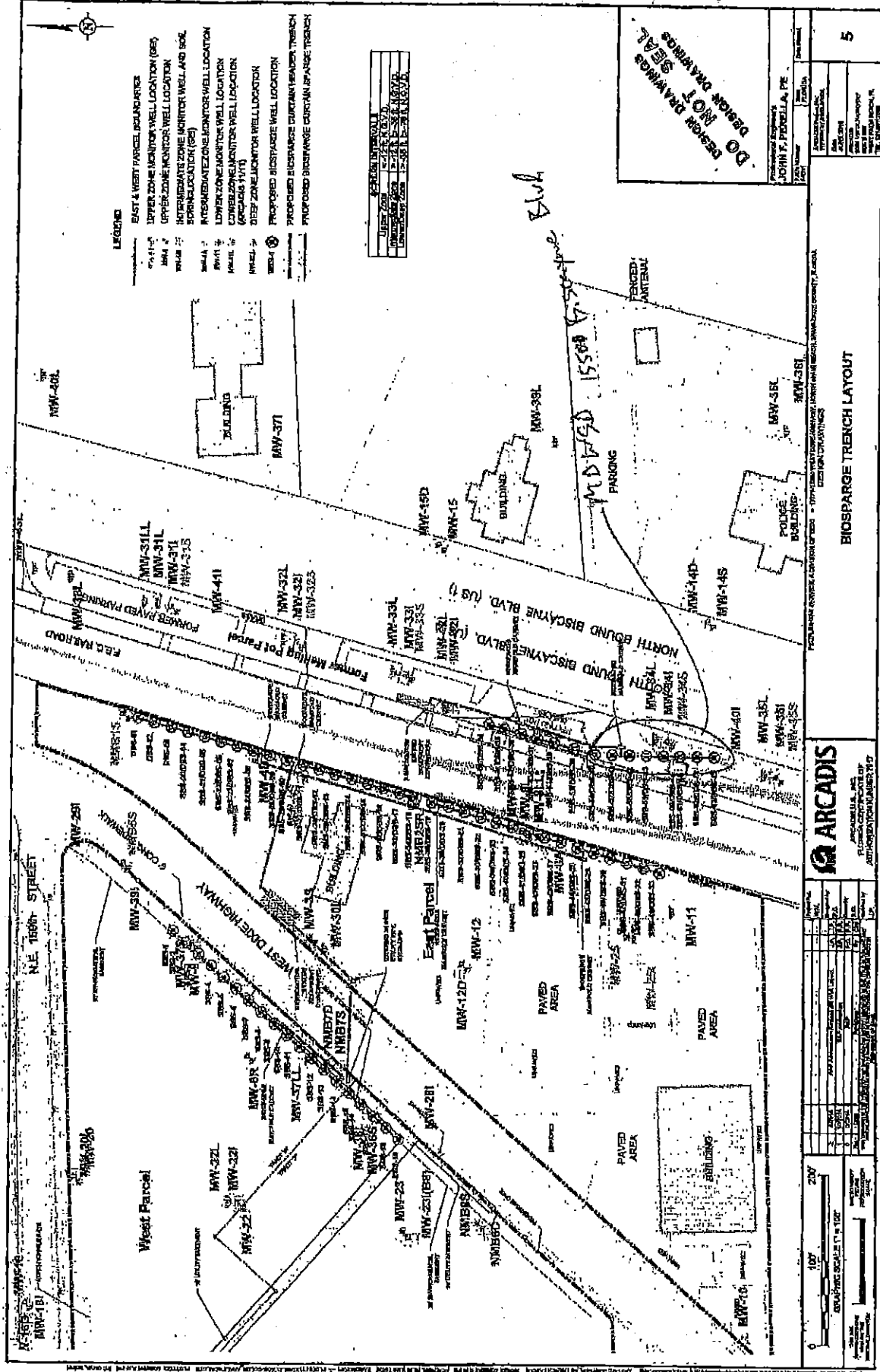
Michele McLeMore  
Notary Public  
Michele McLeMore  
Print Name

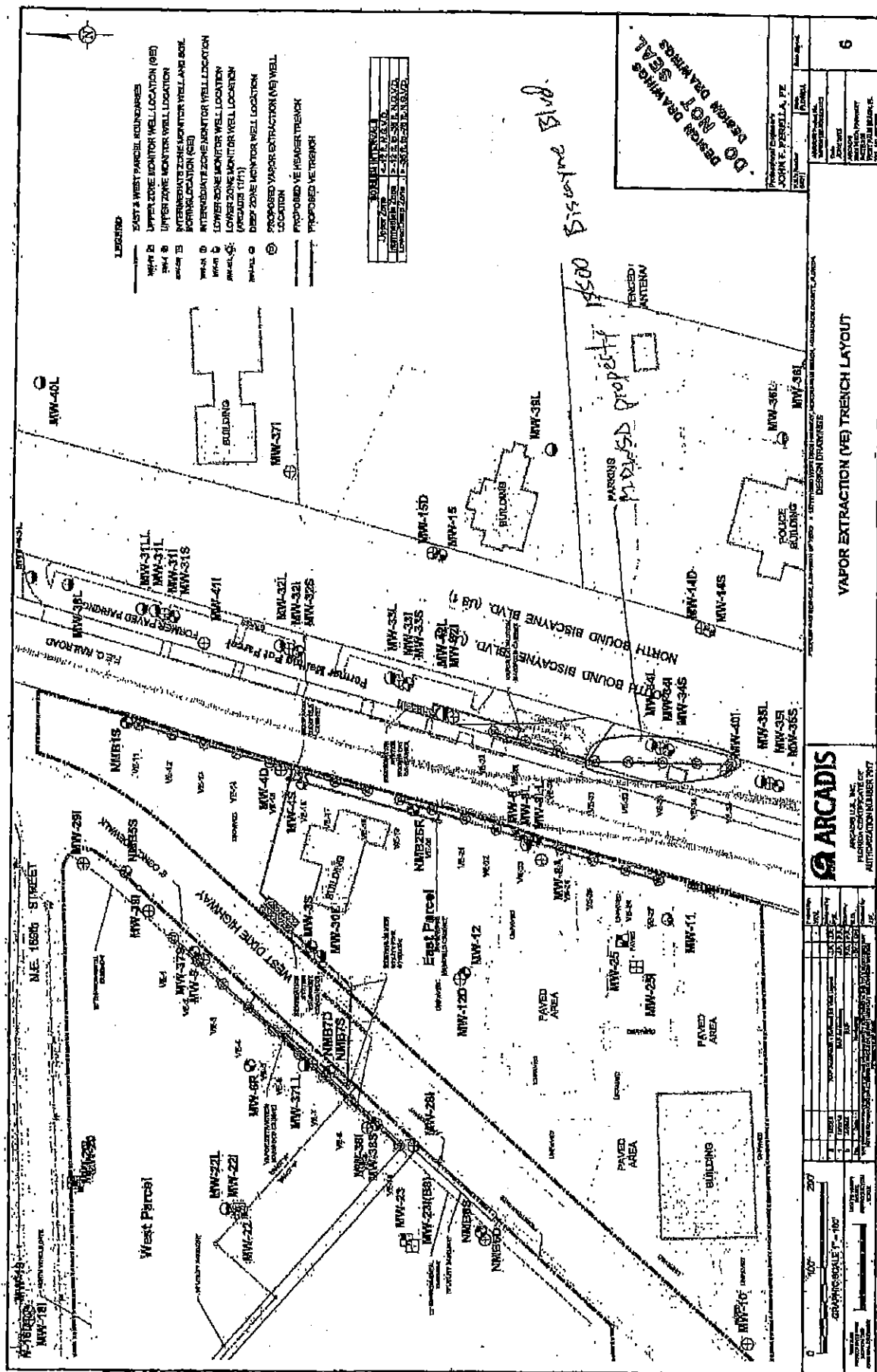
\_\_\_\_\_  
Serial Number

Approved for Legal Sufficiency:

Sara-Elaine Davis 10/11/16  
Assistant County Attorney









## INDEMNIFICATION AND INSURANCE

Arcadis U.S., Inc. shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Arcadis U.S. Inc. or its employees, agents, servants, partners principals or subcontractors. Arcadis U.S. Inc. shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Arcadis U.S. Inc. expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Arcadis U.S. Inc. shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Arcadis U.S. Inc. shall furnish to Miami Dade County Water and Sewer Department, 3071 S.W. 38<sup>th</sup> Avenue, 5<sup>th</sup> Floor, Miami, Florida 33146, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

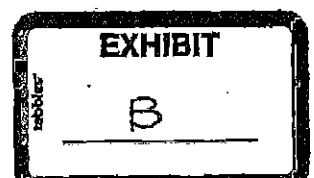
- A. Worker's Compensation Insurance for all employees of Arcadis U.S. Inc. as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.



**NOTE: CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**